

Instrument 200900003277 OR Volume Page 28 1549

200900003277
Filed for Record in
CHEROKEE COUNTY, SC
BRANDY N. MCBEE
06-25-2009 At 03:03 PM
RW EASEMENT 52.00
OR Volume 28 Page 1549 - 1557A

PREPARED BY: Simpson Z. Fant
Mail To: Parker Poe Adams & Bernstein LLP
401 South Tryon Street, Suite 3000
Charlotte, NC 28202
ATTN: W. Edward Poe, Jr.

Site: 002855
Land Unit: 0042514; 0042613
Project: 002855-376233

STATE OF SOUTH CAROLINA)

COUNTY OF CHEROKEE)

RIGHT OF WAY AGREEMENT

THIS INDENTURE is made and entered into this 24 day of June, 2009, by and between DUKE ENERGY CAROLINAS, LLC, a North Carolina limited liability company, having a mailing address of PO Box 1007, Charlotte, North Carolina 28201 (hereinafter, the "Grantor"), and SOUTHERN POWER COMPANY, a Delaware corporation, having a mailing address of 600 North 18th Street BIN 15N-8198, Birmingham Alabama 35203, (hereinafter, the "Grantee");

WITNESSETH:

That Grantor, in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does grant and convey unto Grantee, its successors and assigns, a perpetual easement and right of way, for the purposes and subject to the terms and conditions hereinbelow set out, over and across the land of Grantor (hereinafter "Premises") lying in the State and County aforesaid, acquired by Grantor by the following:

Deeds recorded in Deed Book 154 at Page 106, Deed Book 6-N at Page 263, Deed Book 10-G at Page 275, all in the office of the Clerk of Court of Cherokee County.

The perpetual easement and right of way herein granted by Grantor to Grantee, its successors and assigns, over the Premises above described consist of the following:

- (a) Grantee's Use of Right of Way Strip. Grantor grants to Grantee, for itself and its successors and assigns, a perpetual easement within the Right of Way Strip (as defined herein) to enter and construct, install, reconstruct, replace, rebuild, enlarge, modify, remove, inspect, maintain and use multiple lines (either overhead or underground, or both) for the purpose of transporting electricity and for communications use. As used herein, the term "Right of Way Strip" shall refer to those areas or parcels of land consisting of a strip of land 125 feet in width containing 1.349 ± acres, all as shown on a plat of survey entitled "Right of way to be Acquired from: Duke Energy Corporation Southern Company," dated January 7, 2009 marked Map: 002855-376223, said Plat being attached hereto as Exhibit "A" and incorporated herein by reference. A "line" may consist of overhead and/or underground wires, conductors, cables, conduits and other necessary apparatus, fixtures, hardware and appliances deemed necessary or

convenient by Grantee for the transportation of electrical energy and/or for the communications purposes of Grantee or its successors or assigns, including, without limitation, conduits, conductors, static wires, guy wires, counterpoise conductors, anchors, grounds, footings, foundations, crossarms, insulators, electronic equipment, towers, poles and other associated equipment necessary or convenient in connection therewith from time to time over, under and across the Right of Way Strip together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof for the purposes described in this Agreement, including the right of ingress and egress to and from said Right of Way Strip as provided in Paragraph (c)(2) herein. Overhead lines or cables may be supported by single or multiple rows of towers, poles or other structures (without limitation as to number) placed at necessary and proper intervals upon the Right of Way Strip. In connection with Grantee's rights within the Right of Way Strip, Grantee shall have the right (i) to clear and keep the Right of Way Strip free of (A) trees and undergrowth by any means, including chemicals (except fruit trees below fifteen (15) feet in height) and (B) structures, buildings, manufactured homes, mobile homes and trailers, human graves, wells, swimming pools, septic or storage tanks (whether above ground or below ground), flammable materials, building materials, wrecked or disabled vehicles, refuse of any type and all other objects (whether above ground or below ground) which may, in Grantee's opinion, interfere in any way with or endanger Grantee's lines or the maintenance and operation of Grantee's lines, (ii) to install and maintain fences and gates in the Right of Way Strip to afford Grantee access to the Right of Way Strip, and (iii) to plant and maintain shrubs and ornamental trees within the Right of Way Strip at locations selected by Grantee.

- (b) Grantor's Reserved Use. Grantor shall be entitled to use the Right of Way Strip for all purposes not inconsistent with the rights and easements herein granted to Grantee, including (i) the right to cultivate crops, plants, shrubs and fruit trees that do not exceed fifteen (15) feet in height, (ii) the right to use the Right of Way Strip for recreation, provided no structures are erected, (iii) the right to retain existing roads and drives and sewer, water and other utility lines within the Right of Way Strip at their existing locations as of the date of this instrument, (iv) the right to construct and maintain new roads and drives and new water, sewer and other utility lines crossing the Right of Way Strip, provided such facilities conform to the following requirements: (A) such facilities cross the Right of Way Strip at an angle of not less than thirty (30) degrees, (B) no portion of such facilities is located within twenty (20) feet of any of Grantee's supporting structures, and (C) such facilities are constructed in strict compliance with all clearance requirements of the National Electrical Safety Code and all other regulations and ordinances then applicable to electrical conductors, (v) the right to maintain existing fences and the right to build new fences on the Right of Way Strip, provided any such new fences conform to the following requirements: (A) such fence shall not be attached to poles or towers, (B) such fence shall be installed at least 10 feet from poles or towers, (C) such fence shall not exceed 10 feet in height, (D) such fence shall not parallel the centerline within the rights of way, but may cross at any angle not less than 30 degrees with the centerline, and

(E) if a fence crosses the Right of Way Strip, a gate shall be installed by the property owner per the Grantor's specifications to allow free access required by Duke equipment and (vi) the right to excavate, grade and fill, provided such activity is completed in accordance with good engineering practices, does not endanger Grantee's structures, including the foundations of such structures, and meets all clearance requirements of the National Electrical Safety Code and all other regulations and ordinances then applicable to electrical conductors.

(c) Grantee's Use of Premises Outside of the Right of Way. Grantor further grants to Grantee, for itself, its successors and assigns, the right to enter upon the Premises for the following purposes and uses:

(1) Grantee and Grantee's successors and assigns relative to the Right of Way Strip may cut, fell and remove by any means, including chemicals, any and all trees on the Premises now or in the future that are tall enough, in Grantee's opinion, to fall within five (5) feet of a line, conductor or other facility or structure within the Right of Way Strip ("danger trees").

(2) Grantee and Grantee's successors and assigns relative to the Right of Way Strip may enter upon the Premises at any time and from time to time to gain access (for vehicles, equipment and pedestrians) to the Right of Way Strip or to cut, fell and remove danger trees from the Premises (pursuant to Paragraph (c)(1) herein); and an easement is hereby granted to Grantee for such purpose. Grantee's right to enter the Premises (for which an easement is hereby granted to Grantee) to access the Right of Way Strip shall be confined to streets, roads and driveways that exist when Grantee's entry is necessary, provided such existing streets, roads and driveways are adequate for Grantee's purposes and afford Grantee reasonably convenient and feasible access to the Right of Way Strip. If streets, roads and driveways satisfying the requirements in the immediately preceding sentence do not exist at such time, Grantee shall be entitled to use (and an easement is hereby granted for such purpose) the most reasonably convenient and feasible access route or routes over the Premises to access the Right of Way Strip (and Grantee shall be entitled to construct and maintain a roadway or driveway for such purpose within such route or routes).

(3) Grantee and Grantee's successors and assigns relative to the Right of Way Strip and the Premises shall have the right to install, maintain and use anchors and guy wires on land adjacent to said Right of Way Strip, and the right to prevent the use of said Right of Way Strip as a parking area for automobiles or other vehicles, as a storage area for machinery or materials or as a road other than a road crossing.

(d) Grantee's Repair Obligation. Grantee shall repair damage to the Premises, including roads, driveways and fences, resulting directly from Grantee's exercise of its rights granted hereunder; provided, however, all trees which Grantee is

entitled to cut, fell and remove by any means, including chemicals, from the Premises pursuant to Paragraphs (a) and (c) herein shall, upon such cutting, become the property of Grantee.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easements unto Grantee, its successors and assigns forever, subject to the lien referenced hereinbelow.

And Grantor, for the Grantor and for the Grantor's successors and assigns, covenants to and with Grantee, its successors and assigns, that Grantor is lawfully seized of the above described land in fee and has the right to convey the said rights and easements, that the same is free and clear from any and all encumbrances except for the lien of the First and Refunding Mortgage from Grantor to The Bank of New York Mellon Trust Company, N.A. formerly known as The JPMorgan Chase Bank, N.A., formerly known as Chase Manhattan Bank, as Successor Trustee to Morgan Guaranty Trust Company of New York, dated December 1, 1927, recorded in R.E.M. 594 at Page 1 in the Office of the Clerk of Court, Cherokee County, South Carolina, and will forever warrant and defend the title to the said rights, privileges and easements against the lawful claims of all persons whomsoever, except as otherwise provided herein.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed by its duly authorized officials, on this 24 day of JUNE in the year of our Lord two thousand nine and in the two hundred and thirty-third year of the Independence of the United States of America.

GRANTOR
DUKE ENERGY CAROLINAS, LLC,
a North Carolina limited liability company

Edward J. Lomell
Witness

Allen Whitbeck
Witness

By: George W. Christian, Jr.
Name: George W. Christian, Jr.
Title: Manager, Right of Ways

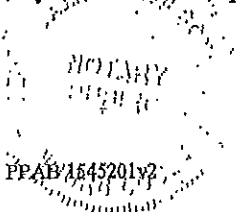
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: George W. Christian, Jr., Manager, Right of Way

Date: 6-24-09

James V. Wilson
Notary Public

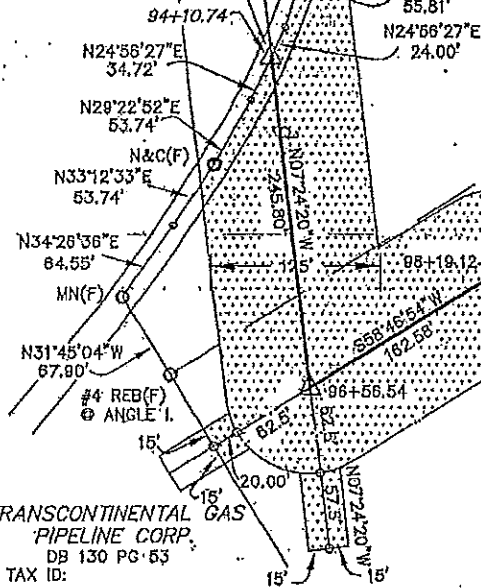
My Commission Expires: 4-30-11



SITE # 002855
LAND UNIT # 0042514 & 0042613
MAP # 002855-378223

VULCAN LANDS, INC.
DB 115 PG 227
TAX ID:

NQ619°01'W 6000.40'
TO NCGS MON "POOL"
N=527,355.94 E=1,271,748.08
POB NC GRID CO ORDS
N=521391.97
E=1272406.28



COPYRIGHT © 2009 CBS SURVEYING AND MAPPING, INC. ALL RIGHTS RESERVED
NO PORTION OF THIS PLAT MAY BE REPRODUCED BY PHOTOCOPYING OR BY
ANY OTHER MEANS, STORED, PROCESSED OR ELECTRONICALLY TRANSMITTED
WITHOUT PRIOR WRITTEN PERMISSION OF THE ORIGINAL PROFESSIONAL LAND
SURVEYOR, HIS HEIRS OR ASSIGNS. THIS DOCUMENT IS NOT VALID WITHOUT
AN ORIGINAL SIGNATURE AND SEAL. (EXCEPTION—OFFICIAL USE BY GOVERNMENT
OFFICIALS AND PROFESSIONAL LAND SURVEYORS FOR BOUNDARY RETRACEMENT
PURPOSES).

DUKE ENERGY CORPORATION
DB 154 PG 106
PB 183 PG 307

MCP LLC
DB 115 PG 231
PB C51 PG 5 & 6

DUKE ENERGY CORPORATION
DB 10G PG 275
DB 11F PG 61
DB 6N PG 347
PB 10X PG 155
REF. DW. NO. 53-186-A

THE INTENT OF THIS PLAT IS TO ESTABLISH OUTSIDE
BOUNDARIES OF RIGHT OF WAY ONLY. BOUNDARY LINES
BETWEEN INDIVIDUAL PARCELS ARE FOR ACQUISITION
PURPOSES ONLY AND NOT INTENDED TO ESTABLISH
INTERIOR PROPERTY LINES.

"THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN
REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE
WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS."

SOUTH CAROLINA

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION,
AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE
WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE
PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, MEETS OR EXCEEDS
THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN,
DEED DESCRIPTION RECORDED IN BOOK , PAGE ,
WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 23rd DAY
OF MARCH , 2009 .

* AS SHOWN

TED M BEVERLY
PROFESSIONAL LAND SURVEYOR
7823
LICENSE NUMBER

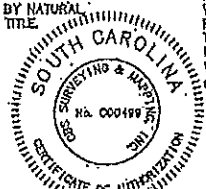
NOTES

(S) DENOTES OBJECT SET
(F) DENOTES OBJECT FOUND

PROPERTY SUBJECT TO ANY VALID AND ENFORCEABLE
EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD
AND THOSE SHOWN, IF ANY, SHOULD BE INDEPENDENTLY VERIFIED.
NO TITLE OPINION HAS BEEN PROVIDED TO THE SURVEYOR.

NAMES AND DEED REFERENCES SHOWN ARE FOR DESCRIPTIVE
PURPOSES ONLY, NOT TO BE USED FOR DETERMINING TITLE.
WATER BOUNDARIES ARE SUBJECT TO CHANGE BY NATURAL
CAUSES AND MAY EFFECT AREA AND LIMIT OF TITLE.

- △ CN(F) - CONCRETE MONUMENT(F)
- PS - # REBAR(S)
- MN(S) - MAGNETIC NAIL(S)
- MN(F) - MAGNETIC NAIL(F)
- - TOP OF BANK
- R/W - RIGHT OF WAY
- P/L - PROPERTY LINE
- C/L - CENTERLINE
- - UTILITY POLE



Right of Way to be Acquired From:

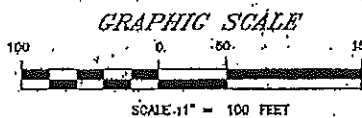
DUKE ENERGY CORPORATION
SOUTHERN COMPANY

By:

LOCATION/TOWNSHIP CHEROKEE
COUNTY: CHEROKEE
DATE: 01/07/2009

TAX I.D.:
STATE: SOUTH CAROLINA
JOB NO: 0309122

REVISIONS:



CBS Surveying & Mapping, Inc.

122 EAST ROBINSON STREET
CAFFEY, SC 29340 (804) 469-5068

DUKE ENERGY CORPORATION
ASSISTANT CORPORATE SECRETARY CERTIFICATE

I, Sue C. Harrington, Assistant Corporate Secretary of Duke Energy Corporation, a Delaware corporation, do hereby certify that the Board of Directors of Duke Energy Corporation (the "Board of Directors") on February 26, 2008, approved an amended and restated Approval of Business Transactions Policy (the "ABT Policy") whereby the Board of Directors maintained the responsibility for approving the authority limits for the President and Chief Executive Officer and delegated to the President and Chief Executive Officer the responsibility for approving the ABT Policy and any updates thereto, which ABT Policy provides in relevant part that certain direct reports to the President and Chief Executive Officer of Duke Energy Corporation may approve, or delegate the authority to approve, routine business transactions involving amounts of \$25 million or less before considering any approved exceptions. I further certify that Marc E. Manly, Group Executive, Chief Legal Officer and Corporate Secretary, Duke Energy Corporation, is a direct report to the President and Chief Executive Officer of Duke Energy Corporation, is responsible for real estate transactions on behalf of Duke Energy Corporation and its affiliates, and, pursuant to the authority granted by the ABT Policy, has up to \$25 million in authority for routine business transactions.

I further certify that per the Delegation of Authority Policy (the "DOA Policy"), which is referenced in the ABT Policy, or per the approved exceptions to the DOA Policy, Angelina M. Clinton, Senior Vice President, Enterprise Operation Services, Duke Energy Business Services LLC, as the executive responsible for real estate transactions, has the authority to approve amounts up to \$10,000,000 for routine business transactions on behalf of Duke Energy Corporation and its affiliates (including but not limited to capital projects, commitments to buy products or services, real estate acquisitions and divestitures, and operating leases); that Dennis E. Wood, III, Vice President, Real Estate Services, Duke Energy Business Services LLC, has the authority to approve up to \$5,000,000 for routine business transactions on behalf of Duke Energy Corporation and its affiliates (including but not limited to land acquisitions and divestitures and building rent); that R. Steven Bodenheimer, Director of Transaction Management, and George E. Toft, Director of Land Services, have the authority to approve \$5,000,000 to execute deeds, leases and similar real estate documents on behalf of Duke Energy Corporation and its affiliates for land and facility acquisitions and divestitures, which authority includes the authorization to execute any contract, lease, deed, easements, rights of way or other instruments related to the authorized transaction; and that Kristina L. Breeding, Manager, Right-of-Way; George W. Christian, Jr., Manager, Right-of-Way; and Harold L. Glorius, Jr., Manager, Right-of-Way, have the authority to approve up to \$750,000 to execute deeds, leases and similar real estate documents on behalf of Duke Energy Corporation and its affiliates for land and facility acquisitions and divestitures, which authority includes the authorization to execute any contract, lease, deed, easements, rights of way or other instruments related to the authorized transaction.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Duke Energy Corporation this 29th day of April, 2008.



Sue C. Harrington
Assistant Corporate Secretary

COUNTY OF CHEROKEE

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says;

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located in Cherokee Township, bearing Cherokee County Tax Map Number 211-00-00-020, was transferred by Duke Energy Carolinas, LLC, a North Carolina limited liability company to Southern Power Company, a Delaware corporation on June 24, 2009.

3. Check one of the following: The deed is

- (a) X subject to the deed recording fee as a transfer consideration paid or to be paid in money or money's worth.
- (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) _____ exempt from the deed recording fee because (See Information section of affidavit):
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ☐ or No ☐

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$10,000.00.
- (b) _____ The fee is computed on the fair market value of the realty which is _____.
- (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes _____ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty

after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:

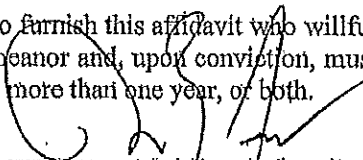
6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$10,000.00
- (b) Place the amount listed in item 5 above here: -0-
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$10,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$37.00.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney for Southern Power Company.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Responsible Person Connected with the Transaction

Print Name: Simpson Z. Fant

Sworn to before me this 24th day of
June, 2009.


Notary Public for South Carolina

My Commission Expires: 5-26-2016

(NOTARY SEAL)

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 53 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or a trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal

descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);

(10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;

(11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;

(12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested to the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;

(13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings;

(14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty; and

(15) transferring title to facilities for transmitting electricity that transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

200900004166
Filed for Record in
CHEROKEE COUNTY, SC
BRANDY W McBEE
08-12-2009 At 11:50 am.
RW EASEMENT 29.40
DR Volume 29 Page 2013 - 2028

STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF CHEROKEE)

**RIGHT OF WAY AND
EASEMENT AGREEMENT AND
INDENTURE**

THIS RIGHT OF WAY AND EASEMENT AGREEMENT AND INDENTURE ("Agreement") is made and entered into this 21st day of July, 2009, by and between **TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC**, a Delaware limited liability company, formerly **TRANSCONTINENTAL GAS PIPE LINE CORPORATION**, having an address of 2800 Post Oak Blvd, Houston, Texas 77056 (hereinafter, the "**Grantor**"), and **SOUTHERN POWER COMPANY**, a Delaware corporation, doing business in South Carolina as **Southern Power Company - South Carolina**, having a mailing address of P.O. Box 2641, Birmingham, Alabama (hereinafter, the "**Grantee**");

WITNESSETH:

That Grantor, in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does grant and convey unto Grantee, its successors and assigns, a perpetual, appurtenant easement and right of way, for the purposes and subject to the terms and conditions hereinbelow set out, over and across the land of Grantor (hereinafter, "**Premises**") lying in the State and County aforesaid, acquired by Grantor by the following:

Deed recorded in Deed Book 13-0 at Page 53 in the Office of the Register of Deeds for Cherokee County, as more particularly described on the attached Exhibit A-1.

The perpetual, appurtenant easement and right of way herein granted by Grantor to Grantee, its successors and assigns, over the Premises above described consist of the following:

- (a) Grantee's Use of Right of Way Strip. Grantor grants to Grantee, for itself and its successors and assigns, a perpetual, appurtenant easement within the Right of Way Strip (as defined herein) to enter and construct, install, reconstruct, replace, rebuild, enlarge, modify, remove, inspect, maintain and use multiple lines (either overhead or underground, or both) for the purpose of transporting electricity and for communications use and including guy lines and guy wires related to such lines. As used herein, the term "Right of Way Strip" shall refer to those areas or parcels of land consisting of a strip of land 30 feet in width and 37.50 feet in length containing an area of 1,125 square feet, all as shown as the shaded area on a plat of survey entitled "Right of Way to be Acquired From Transcontinental Gas Pipeline Corp. By Southern Company," dated 01/07/2009, said Plat being attached hereto as Exhibit A and incorporated herein by reference. A "line" may include guy wires, and other associated equipment under and across the Right of Way Strip together with all the rights and privileges necessary or

convenient for the full enjoyment or use thereof for the purposes described in this Agreement, including the right of ingress and egress to and from said Right of Way Strip. Overhead lines or cables may be supported by guy wires. Grantee shall have the right (i) to clear and keep the Right of Way Strip free of (A) trees and undergrowth and (B) structures, buildings, and other objects (whether above ground or below ground) which may, in Grantee's opinion, interfere in any way with or endanger Grantee's lines or the maintenance and operation of Grantee's lines and (ii) to install and maintain fences and gates in the Right of Way Strip to afford Grantee access to the Right of Way Strip.

- (b) Grantor's Reserved Use. Grantor shall be entitled to use the Right of Way Strip for all purposes not inconsistent with the rights and easements herein granted to Grantee, in strict compliance with all clearance requirements of the National Electrical Safety Code and all other regulations and ordinances then applicable to electrical conductors, provided such activity is completed in accordance with good engineering practices, does not endanger Grantee's structures, including the foundations of such structures.
- (c) Grantee's Use of Premises Outside of the Right of Way. Grantor further grants to Grantee, for itself, its successors and assigns, an easement and right to enter upon the Premises for the following purposes and uses:
 - (1) Grantee and Grantee's successors and assigns relative to the Right of Way Strip may cut, fell and remove any and all trees on the Premises now or in the future that are tall enough, in Grantee's opinion, to fall within five (5) feet of a line, conductor or other facility, guy wire or structure within the Right of Way Strip ("danger trees").
 - (2) Grantee and Grantee's successors and assigns relative to the Right of Way Strip may enter upon the Premises at any time and from time to time to gain access (for vehicles, equipment and pedestrians) to the Right of Way Strip or to cut, fell and remove danger trees from the Premises (pursuant to Paragraph (c)(1) herein); and an easement is hereby granted to Grantee for such purpose.
 - (3) Grantee's use of the Premises outside of the Right of Way Strip shall not interfere with Grantor's use of the Premises, in Grantor's sole, but reasonable opinion.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easements unto Grantee, its successors and assigns forever.

And Grantor, for the Grantor and for the Grantor's successors and assigns, covenants to and with Grantee, its successors and assigns, that Grantor is lawfully seized of the above described land in fee and has the right to convey the said rights and easements, that the same is free and clear from any and all encumbrances and will forever warrant and defend the title to the said rights, privileges and easements against the lawful claims of all persons whomsoever.

The term of the grant of these rights of way and easements and the rights granted to Grantee in this Agreement are agreed by Grantor and Grantee to be perpetual. All terms, provisions, rights, easements, agreements and conditions set forth in this Agreement shall run with title to Grantee's benefited real property (the "Benefited Property," as described on the attached Exhibit B) and the Grantor's burdened real property (as described herein), and shall be binding upon and inure to the benefit of the owners of and be appurtenant to the Benefited Property and such burdened real property and the successors and assigns in title relative to such lands.

Grantee shall release, hold harmless, defend and indemnify Grantor, its parent and affiliated companies and its and their respective agents, officers, directors, representatives and employees (collectively, "Grantor Indemnified Parties") from and against any and all claims, actions, settlements, liabilities, losses, costs, damages, fines, judgments, demands and expenses (including, without limitation, reasonable attorneys' and other fees and disbursements of counsel incurred by the Grantor Indemnified Parties in any action or proceeding between Grantee and any of the Grantor Indemnified Parties or between any of the Grantor Indemnified Parties and any third party or otherwise) for injury to or death of persons or damage to or loss of property incurred by or asserted against any of the Grantor Indemnified Parties which (i) are caused by activities of, or due to the placement of materials by, Grantee, its parent or affiliated companies or its or their respective agents, officers, directors, representatives, employees, contractors or subcontractors (collectively, "Grantee Representatives") with respect to this Agreement, and/or (ii) otherwise result from the actions or omissions of the Grantee Representatives arising out of, relating to or incident to the performance of this Agreement. Grantor shall promptly notify Grantee in writing of any such Claims for which Grantee shall be requested to indemnify the Grantor Indemnified Parties hereunder.

[Balance of Page Left Intentionally Blank -- Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed by their duly authorized officials, on this 6th day of August, 2009.

TRANSCONTINENTAL GAS PIPE
LINE COMPANY, LLC, a Delaware
limited liability company, formerly
TRANSCONTINENTAL GAS PIPE
LINE CORPORATION

David J. Whiteside
Signature of First Witness
DAVID J. WHITESIDE
Printed Name of First Witness

By: Stephen K. Patton
Name: Stephen K. Patton

Shirley J. Hale
Signature of Second Witness
Shirley J. Hale
Printed Name of Second Witness

Title: Manager - Land & ROW

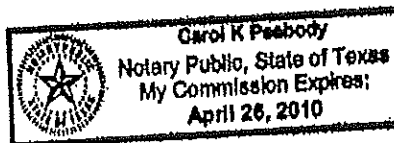
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 6th day of August, 2009, by Stephen K. Patton (name of officer), as Manager, Land & ROW (title of officer) of TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, formerly TRANSCONTINENTAL GAS PIPE LINE CORPORATION, on behalf of the limited liability company.

My Commission Expires: 4-26-2010

Carol K. Peabody
Notary Public

(NOTARY SEAL)



GRANTEE

SOUTHERN POWER COMPANY, a
Delaware corporation

[Signature]
Signature of First Witness
Kevin Grumill
Printed Name of First Witness

By: Susan B. Comensky
Name: Susan B. Comensky

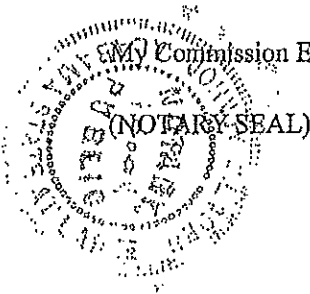
[Signature]
Signature of Second Witness
BRET ESTEP
Printed Name of Second Witness

Title: Director - Compliance
and External Affairs

STATE OF ALABAMA
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 21st day of
July, 2009, by Susan Comensky (name of
officer), as Director, Compliance & External Affairs (title of officer) of SOUTHERN POWER
COMPANY, a Delaware corporation. [Signature]

My Commission Expires: 1/19/2010



[Signature]
Notary Public

EXHIBIT A

SEE ATTACHED SURVEY SHOWING RIGHT OF WAY

122 EAST ROBINSON STREET
GAFFNEY, SC 29340 (864) 489-5068

Exhibit A-1

to

Right of Way and Easement Agreement and Indenture

by and between

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC,
formerly TRANSCONTINENTAL GAS PIPE LINE CORPORATION ("Grantor")

and

SOUTHERN POWER COMPANY ("Grantee")

All that certain piece, parcel, or tract of land, with improvements thereon, if any, in Cherokee County, State of South Carolina, being shown and delineated as a 26.660 acre parcel on a Boundary Survey for Mintz Realty dated July 23, 1990, (revised on December 4, 1990) prepared by Turner Surveys (Timothy D. Turner, R.L.S.) of the "Dr. Gary Mangum Property" said 26.660 acre parcel has such metes and boundaries as are shown on said boundary survey, recorded in Plat Book S-15 at page 9, in the Office of the RMC for Cherokee County.

DERIVATION: Property was acquired by Grantor by deed from Woodridge, Inc. recorded on May 15, 1991 in Deed Book 13-O, Page 53, Cherokee County Clerk of Court.

EXHIBIT B

Legal description of Grantee's Benefited Property lying in North Carolina

All that parcel of land, situate, lying and being in No. 4 Township, Cleveland County, State of North Carolina, being located northeast of the Town of Grover, being known as a part of the O.M. Mull Farm in No. 4 Township containing 200 acres, more or less, according to a plat of survey by J.D. Turner, registered land surveyor, and described by metes and bounds as follows:

To locate the point of beginning, begin at a point on the southeast right of way line of Interstate Highway #85 located approximately 3,000 feet southwest as measured along said right of way line from its intersection with the southwest line right of way line of North Carolina Highway #216, which point is a common corner with property now or formerly owned by J.C. Bell, WHICH IS THE PLACE OR POINT OF BEGINNING and run thence South 38 degrees 00 minutes East 1106.0 feet to a point; run thence North 64 degrees 20 minutes East 2310.0 feet to a point; run thence South 45 degrees East 462.0 feet to a point; run thence South 50 degrees 00 minutes West 878 feet to a point; run thence South 53 degrees 00 minutes West 1601 feet to a point; run thence South 37 degrees 30 minutes East 660 feet to a point; run thence North 85 degrees 40 minutes West 6418.5 feet to a point; run thence North 13 degrees 45 minutes East 500 feet, more or less, to a point on the southeast right of way line of Interstate Highway #85, run thence northeast along said right of way line and following the curvature thereof, a distance of 4,925 feet, more or less, to the place or point of beginning.

THERE IS EXCEPTED from the foregoing parcel or tract of land lying South of U.S. Highway I-85, being the Shiloh Baptist Church property which is described as follows:

BEGINNING at a stake in or near the South edge of U.S. Highway I-85, being the Northernmost corner of the church lot; and running thence South 15 East 181.5 feet to a stake in the North edge of an easement for a road which leads to Highway I-85; thence North 55 East 297 feet to a stake in the South edge of Highway I-85 at a point where the North edge of the 15 foot road intersects the said Highway right of way; thence South 37 West 16.5 feet to a stake; thence South 55 West 297 feet to a stake in the church line; thence with the old church line South 35 East 165 feet to a stake an old corner; thence South 55 West 363 feet to a stake, being the Southernmost corner of the church lot; thence North 85 West 363 feet; thence North 55 East 363 feet to the place of BEGINNING.

THE SECOND PARCEL EXCEPTED is the old Patterson graveyard, which is located across State Road 2278 from the Shiloh church, this exception is described as follows:

BEGINNING at stake in the NC-SC line at a point South 85-40 East 950 feet from the iron stake which is the Southwest corner of this tract of land; and running thence with the old graveyard line North 1-30 East 232.8 feet to a stake; thence North 87 East 239.0 feet to a stake in the North edge of the road leading from Highway 2278 to the graveyard; thence with the North edge of that road, North 42-35 East 270 feet to a stake in said road 2278; thence down the center of the said road, South 47-45 East 15 feet, more or less, to a stake; thence South 42-35 West 270 feet to a stake in the graveyard line; thence South 45 East 165 feet to a stake; thence South 50 West 165 feet to a stake in the NC-SC line; thence with that line north 85-40 West 225 feet to the place of beginning.

Neither of these said tracts nor is U.S. Highway I-85, or U.S. Highway 29 figured in the total acreage of 200 acres, however, it is the intention of deeding any interest that the grantors may have in the property

occupied by Highway 29 or by U.S. Highway I-85. The same is conveyed subject to easements outstanding.

DERIVATION: The property was conveyed by Douglas L. Harper and wife, Madeline A. Harper, AKA Madeleine A. Harper to Cleveland County Kings Mountain, LLC, a Delaware limited liability company, by deed dated September 28, 2005 recorded on September 30, 2005 in Deed Book 1465, Page 308, Cleveland County Register of Deeds.

The above property is also known as and described as follows:

Tract 1:

All of that land, lying and being situate in Number Four (4) Township, Cleveland County, North Carolina, containing 14.123 acres, and being more particularly described as follows:

Commencing at a concrete right-of-way monument marking the intersection of the southwesterly right-of-way of Elm Road (100' R/W) and the southeasterly right-of-way of Interstate 85 (Variable R/W), said monument being the POINT OF BEGINNING; thence along said right-of-way of Elm Road S41°51'42"E a distance of 459.35 feet to a point; thence leaving said right-of-way, S42°28'47"W a distance of 214.80 feet to a ½-inch rebar found; thence S86°58'33"W a distance of 239.10 feet to a ½-inch rebar found; thence S01°30'21"W a distance of 199.12 feet to a ½-inch rebar set; thence N87°09'22"W a distance of 929.19 feet to a 1-inch pipe found along the state line of Cleveland County, North Carolina and Cherokee County, South Carolina; thence leaving state line, N13°22'40"E a distance of 422.76 feet to a 1-inch pipe found along the aforementioned right-of-way of Interstate 85, thence continuing along said right-of-way N75°38'32"E a distance of 208.44 feet to a concrete monument found; thence N12°42'27"W a distance of 16.82 feet to a concrete monument found; thence N75°21'21"E a distance of 738.51 feet to said POINT OF BEGINNING.

Tract 2:

All of that land, lying and being situate in Number Four (4) Township, Cleveland County, North Carolina, containing 10.574 acres, and being more particularly described as follows:

Commencing at a ½-inch rebar set along the southwesterly right-of-way of Elm Road (variable R/W), said rebar being 121.11 feet Northwest of the state line of Cleveland County, North Carolina and Cherokee County, South Carolina, said rebar also being the POINT OF BEGINNING for this tract; thence leaving said right-of-way N87°09'22" W a distance of 1800.66 feet to a ½-inch rebar set; thence N49°59'18" E a distance of 121.55 feet to a ½-inch rebar found; thence N38°32'18" W a distance of 166.07 feet to a ½-inch rebar found; thence N42°29'38" E a distance of 222.04 feet to a ½-inch rebar found along the aforementioned right-of-way of Elm Road (100' R/W at this location); thence along said right-of-way a curve to the left, having an arc length of 541.67 feet, a radius of 540.00 feet, being subtended by a chord bearing S70°25'15" E a distance of 519.24 feet to a point; thence N80°47'34" E a distance of 431.20 feet to a point; thence along a curve to the right having an arc length of 784.17 feet, a radius of 685.00 feet, being subtended by a chord bearing S66°24'43" E a distance of 742.05 feet to a concrete monument found; thence N52°50'18" E a distance of 20.75 feet to a concrete monument found; thence S33°12'45"E a distance of 86.20 feet to said POINT OF BEGINNING.

Tract 3:

All of that land, lying and being situate in Number Four (4) Township, Cleveland County, North Carolina, containing 158.055 acres and being more particularly described as follows:

Commencing at a ½-inch rebar set along the northeasterly right-of-way of Elm Road (Variable R/W), said rebar being 123.34 feet Northwest of the state line of Cleveland County, North Carolina and Cherokee County, South Carolina, said rebar also being the POINT OF BEGINNING for this tract; thence continuing along said right-of-way of Elm Road, N33°12'45"W a distance of 129.88 feet to a point; thence N56°47'15"W a distance of 19.30 feet to a point; thence along a curve to the left, having an arc length of 897.92 feet, a radius of 785.00 feet, being subtended by a chord bearing N66°26'18"W a distance of 849.77 feet to a point; thence S80°47'34"W a distance of 431.20 feet to a point; thence along a curve to the right, having an arc length of 440.38 feet, a radius of 440.00 feet, being subtended by a chord bearing N70°32'04"W a distance of 422.23 feet to a point; thence N41°51'42"W a distance of 422.58 feet to a point along the southeasterly right-of-way of Interstate 85 (Variable R/W); thence continuing along said right-of-way of Interstate 85, N77°16'04"E a distance of 361.15 feet to a point; thence leaving said right-of-way, S50°20'19"W a distance of 244.61 feet to a ½-inch rebar found; thence S39°39'15"E a distance of 362.95 feet to a ½-inch rebar found; thence N50°20'27"E a distance of 363.01 feet to a ½-inch rebar found; thence N39°39'41"W a distance of 164.99 feet to a ½-inch rebar set; thence N50°20'19"E a distance of 228.49 feet to a ½-inch rebar set along the aforementioned right-of-way of Interstate 85; thence continuing along said right-of-way of Interstate 85, N77°25'28"E a distance of 94.87 feet to a concrete right-of-way monument found; thence N07°17'41"W a distance of 16.87 feet to a concrete right-of-way monument found; thence N78°42'55"E a distance of 1700.69 feet to a concrete right-of-way monument; thence S16°22'36"E a distance of 9.98 feet to a concrete right-of-way monument; thence N76°17'24"E a distance of 204.67 feet to a concrete right-of-way monument; thence N19°15'48"W a distance of 10.98 feet to a concrete right-of-way monument; thence along a curve to the left, having an arc length of 1057.34 feet, a radius of 3907.00 feet, being subtended by a chord bearing N66°40'37"E a distance of 1054.12 feet to a ½-inch rebar found; thence leaving said right-of-way of Interstate 85, S39°25'07"E a distance of 734.07 feet to a 1-inch iron rod found; thence S37°43'38"E a distance of 270.65 feet to a 3/8-inch iron rod found; thence S36°20'33"E a distance of 97.96 feet to a 2-inch pipe found; thence N63°26'03"E a distance of 834.63 feet to a 3/4-inch pipe found; thence N63°25'00"E a distance of 1589.80 feet to a large stone found; thence S36°59'28"E a distance of 434.35 feet to an iron bar found; thence S49°00'38"W a distance of 858.60 feet to a ½-inch rebar set; thence S52°51'38"W a distance of 1534.50 feet to a ½-inch rebar set; thence S44°18'22"E a distance of 538.46 feet to a ½-inch rebar set; thence N87°09'44"W a distance of 57.99 feet to a 1-inch pipe found; thence N87°09'44"W a distance of 1014.22 feet to a ½-inch rebar found; thence N87°09'22"W a distance of 2286.30 feet to said POINT OF BEGINNING.

Tract 4:

All of that land, lying and being situate in Number Four (4) Township, Cleveland County, North Carolina, containing 0.296 acres, and being more particularly described as follows:

Commencing at a ½-inch rebar found along the southeasterly right-of-way of Interstate 85 (Variable R/W), said monument being the POINT OF BEGINNING for this tract; thence continuing along said right-of-way of Interstate 85, S04°51'44"E a distance of 19.33 feet to a ½-inch rebar set; thence N77°25'28"E a distance of 67.59 feet to a ½-inch rebar set; thence leaving said right-of-way of Interstate 85, S50°20'19"W a distance of 196.83 feet to a ½-inch rebar set; thence N39°28'47"W a distance of 121.47 feet to a point along the aforementioned right-of-way of Interstate 85; thence continuing along said right-of-way of Interstate 85, N77°16'04"E a distance of 165.21 feet to said POINT OF BEGINNING.

Tract 5:

All of that land, lying and being situate in Number Four (4) Township, Cleveland County, North Carolina, containing 0.253 acres, and being more particularly described as follows:

Commencing at a 1-inch pipe along the state line of Cleveland County, North Carolina and Cherokee County, South Carolina, said pipe being the POINT OF BEGINNING for this tract; thence leaving said state line S87°09'22"E a distance of 929.19 feet to a ½-inch rebar set; thence S01°30'21"W a distance of 23.71 feet to a ½-inch rebar found along aforementioned state line; thence continuing along said state line, N85°41'45"W a distance of 930.04 feet to said POINT OF BEGINNING.

Tract 6:

All of that land, lying and being situate in Number Four (4) Township, Cleveland County, North Carolina, containing 2.695 acres, and being more particularly described as follows:

Commencing at a ½-inch rebar set along the southwesterly right-of-way of Elm Road (Variable R/W) and the state line of Cleveland County, North Carolina and Cherokee County, South Carolina, said rebar being the POINT OF BEGINNING; thence continuing along said state line, N85°05'59"W a distance of 944.38 feet to a ½-inch rebar found; thence N85°06'04"W a distance of 960.67 feet to a railroad rail found; thence leaving said state line, N49°59'18"E a distance of 43.48 feet to a ½-inch rebar set; thence S87°09'22"E a distance of 1800.66 feet to a ½-inch rebar set along the aforementioned right-of-way of Elm Road; thence continuing along said right-of-way of Elm Road, S33°12'45"E a distance of 121.11 feet to said POINT OF BEGINNING.

Tract 7:

All of that land, lying and being situate in Number Four (4) Township, Cleveland County, North Carolina, containing 5.079 acres, and being more particularly described as follows:

Commencing at ½-inch rebar set along the northeasterly right-of-way of Elm Road (Variable R/W) and the state line of Cleveland County, North Carolina and Cherokee County, South Carolina, said rebar being the POINT OF BEGINNING for this tract; thence continuing along said right-of-way of Elm Road, N33°12'45" W a distance of 123.34 feet to a ½-inch rebar set; thence leaving said right-of-way of Elm Road, S87°09'22"E a distance of 2286.30 feet to a ½-inch rebar found; thence S51°36'27"W a distance of 151.60 feet to a ½-inch rebar found along aforementioned state line; thence continuing along said state line, N87°08'53"W a distance of 662.40 feet to a ½-inch rebar found; thence N87°19'38"W a distance of 1070.09 feet to a ½-inch rebar found; thence N86°38'18"W a distance of 367.23 feet to said POINT OF BEGINNING.

DERIVATION: The property was conveyed by Douglas L. Harper and wife, Madeleine A. Harper, aka Madeline A. Harper to Cleveland County Kings Mountain, LC, a Delaware limited liability company by deed dated September 28, 2005, recorded September 30, 2005, in Deed Book 1465, Page 312, Cleveland County Register of Deeds.

STATE OF TEXAS
COUNTY OF HARRIS

)
)
)

**AFFIDAVIT FOR TAXABLE
OR EXEMPT TRANSFERS**

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says;

1. I have read the information on this affidavit and I understand such information.
2. A right of way and easement in the property located in Cherokee Township, bearing Cherokee County Tax Map Number 211-00-00-028.11 (portion) was transferred by Transcontinental Gas Pipe Line Company, LLC, a Delaware limited liability company, formerly Transcontinental Gas Pipe Line Corporation, to Southern Power Company, a Delaware corporation, doing business in South Carolina as Southern Power Company – South Carolina, on July 26, 2009.

3. Check one of the following: The deed is

- (a) X subject to the deed recording fee as a transfer consideration paid or to be paid in money or money's worth by Southern Power Company.
- (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) _____ exempt from the deed recording fee because (See Information section of affidavit); _____
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either Item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$1,840.00.
- (b) _____ The fee is computed on the fair market value of the realty which is _____.
- (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes _____ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$1,840.00
- (b) Place the amount listed in item 5 above here: -0-
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result \$1,840.00
here:

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: ~~\$6.81~~ 7.40

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Authorized Agent for Transcontinental Gas Pipe Line Company, LLC.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

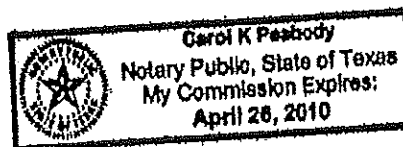
Stephen K. Patton
Responsible Person Connected with the Transaction

Print Name: Stephen K. Patton

Print Title: Manager - Land & ROW

SWORN to before me this 6th day of
August, 2009.

Carol K. Peabody
Notary Public for TEXAS
My Commission Expires: 4-26-2010



(NOTARY SEAL)

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 53 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or a trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal

descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);

(10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;

(11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;

(12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested to the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;

(13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings;

(14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty; and

(15) transferring title to facilities for transmitting electricity that transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

200900004098

Filed for Record in
CHEROKEE COUNTY, SC

BRANDY W MCBEY

08-07-2009 At 11:51 am.

RW EASEMENT 137.85

DR Volume 29 Page 1685 - 1703

PREPARED BY: Simpson Z. Fant, Esquire
Mail To: Parker Poe Adams & Bernstein LLP
401 South Tryon Street, Suite 3000
Charlotte, NC 28202
ATTN: W. Edward Poe, Jr.

RIGHT OF WAY AGREEMENT

STATE OF SOUTH CAROLINA)
COUNTY OF CHEROKEE)

Vulcan Lands, Inc., a New Jersey corporation (hereinafter known as "Grantor"), with an address of Post Office Box 467279, Atlanta, Georgia 31146-7279, for and in consideration of the sum of one and no/100 Dollars (\$1.00) and other good and valuable consideration to it in hand paid by Southern Power Company, a Delaware corporation, doing business in South Carolina as Southern Power Company - South Carolina (hereinafter known as "Grantee"), with an address of P.O. Box 2641, Birmingham, AL 35291, the receipt whereof is acknowledged, does hereby grant to said Grantee, its successors and assigns over and across the land of Grantor lying in Cherokee County, South Carolina acquired by Grantor by Deed recorded in Deed Book 64 at Page 317 and Deed Book 66 at Page 265 in the Office of the Clerk of Court of Cherokee County (all as more particularly shown on Exhibit A attached hereto and incorporated herein by reference): a perpetual, appurtenant easement and right (i) to construct, operate and maintain electric transmission and communication lines and all towers, poles, conduits, conductors, cables, insulators, anchors, guy wires, counterpoise conductors, and all other appliances necessary or convenient in connection therewith from time to time over, under and across, a strip of land 125 feet in width (more or less), as said strip is now located by the final location survey thereof heretofore made by said Grantee (all as more particularly shown as the shaded area on Exhibit A-1 attached hereto and incorporated herein by reference (the "Premises")), over, under and across the lands of which it is hereinafter described as being a part, together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof for the purposes above described, including the right of ingress and egress to and from said strip and the right to cut, remove, or otherwise kill, and keep clear by any means, including chemicals, all trees and undergrowth and all other obstructions under, on or above said strip, (ii) to cut such trees outside of said strip which in falling would come within five (5) feet of any conductor on said strip, (iii) to install grounding devices on Grantor's fences now or hereafter located on such strip, and (iv) to prevent the use of such strip as a parking area for automobiles or other vehicles, as a storage area for machinery or materials, or as a road other than a road for Grantor's and Grantee's use, maintained by Grantor, crossing such strip at a location which does not endanger or interfere with works that have been or may at some future date be constructed on such strip, said strip being described as follows:

SEE SHADED AREA ON Exhibit A-1 ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

and the lands of which the strip is a part being described on Exhibit A.

Nothing contained in the foregoing grant shall be deemed to prevent Grantor from exercising the following rights, and Grantor hereby expressly reserves the right to (i) cross the strip with its equipment, but, in any event, (A) such equipment when located under any transmission line(s) shall not exceed a height of fourteen feet (14') (except between Stations 63 + 25 to 69 + 00, 72 + 75 to 80 + 00 shown and described on that certain map attached hereto as Exhibit B and by reference incorporated herein, where the equipment shall not exceed a height of twenty-eight feet (28')), (B) such equipment shall be operated not closer than twenty feet (20') to the transmission facilities and related improvements located within the strip except upon the prior written approval of Grantee and subject to such commercially reasonable conditions as Grantee may impose, such as the installation of appropriate barricades to protect Grantee's improvements in the strip and (C) Grantee's access to the transmission facilities and related improvements shall at all times be maintained and not interfered with by Grantor so that Grantee may from time to time maintain, repair and replace the transmission facilities and related improvements located within the strip, (ii) operate its equipment within the strip, but, in any event, (A) such equipment when located under any transmission line(s) shall not exceed a height of fourteen feet (14') (except between Stations 63 + 25 to 69 + 00, 72 + 75 to 80 + 00 shown and described on that certain map attached hereto as Exhibit B and by reference incorporated herein, where the equipment shall not exceed a height of twenty-eight feet (28')), (B) such equipment shall be operated not closer than twenty feet (20') to the transmission facilities and related improvements located within the strip except upon the prior written approval of Grantee and subject to such commercially reasonable conditions as Grantee may impose, such as the installation of appropriate barricades to protect Grantee's improvements in the strip and (C) Grantee's access to the transmission facilities and related improvements shall at all times be maintained and not interfered with by Grantor so that Grantee may maintain, repair and replace the transmission facilities and related improvements located within the strip from time to time, (iii) cultivate said strip of land, (iv) fill the land to and only to the fill lines between stations 62 + 42.44 and 75 + 50 shown and described on that certain map attached hereto as Exhibit B and incorporated herein by reference, a copy of which can also be obtained from Grantor or Grantee, and (v) use said strip of land for any purpose not inconsistent with the rights which Grantee may from time to time exercise hereunder, all in a way so as to minimize the impact on Grantee's use and enjoyment of the strip and/or the improvements located in and on the strip.

In exercising its rights hereunder, Grantor shall exercise its rights in conformance with good engineering practices, in a way that does not endanger or interfere with access to Grantee's structures (including the foundations of such structures), meets all clearance requirements of the National Electrical Safety Code and meets all other regulations and ordinances then applicable to electrical conductors.

The term of the grant of this right of way and easement and the rights granted to Grantee in this agreement are agreed by Grantor and Grantee to be perpetual; all terms, provisions, rights, easements, agreements and conditions set forth in this Agreement shall run with title to Grantee's benefited real property (the "Benefited Property," as described on the attached Exhibit C) and the Grantor's burdened real property (as described herein), and shall be binding upon and inure to the benefit of the owners of and be appurtenant to the Benefited Property and such burdened real property and the successors and assigns in title relative to such lands; provided, however, that if the improvements contemplated hereunder have not been substantially completed within ten (10) years from the date of the recording of this agreement or, once such improvements are

completed, the improvements are abandoned and not used by Grantee for a period of ten (10) continuous years, then, in either of such events, the right of way granted to Grantee shall revert back to Grantor.

Grantor makes no representation and disclaims any warranty with respect to the condition of the Premises or its suitability for the use(s) intended by Grantee. Grantee acknowledges that it has had the opportunity to inspect the Premises and accepts its condition 'AS IS'.

Grantee shall release, indemnify, defend and hold the Grantor, its officers, employees or agents (collectively, the "Indemnified Parties") harmless from and against any liability for losses, claims, demands, suits or judgments and any payments made in settlement thereof (including, without limitation, payment of reasonable attorney's fees or expenses and workers compensation claims) to the extent the same arise from personal injuries (including death) or damages alleged or sustained by Grantee, its employees, subcontractors or agents (collectively, the "Indemnifying Parties") that arise out of, are attributable to or result from (a) any conditions in or about the Premises, (b) the use or occupancy of such Premises by the Indemnifying Parties, or (c) any activities on or about the Premises related to construction, installation or maintenance of utility facilities. Grantee's obligation hereunder shall not include responsibility for liabilities caused or allegedly caused by the negligent, willful or wanton acts of the Indemnified Parties.

Grantee hereby acknowledges that blasting is a normal part of the quarrying operations which Grantor conducts on its property ("Grantor's Property"). As a material part of the consideration for this conveyance, Grantee does forever release and hold harmless Grantor, its agents, employees, contractors, successors and assigns (collectively, "Grantor") from and against any and all liability of any kind or nature incurred as a result of the operation of the quarry on Grantor's Property, including, without limitation, blasting, except to the extent of Grantor's gross negligence. Furthermore, Grantee does forever release and waive the right to maintain a suit at law or in equity against Grantor on a theory of trespass, public or private nuisance or for any claim for strict liability in connection with the blasting or other operations of Grantor on Grantor's Property or any claim arising out of the conduct of an ultrahazardous activity. This release and covenant is expressly intended to and does hereby bind Grantee and is intended to and does hereby run with the Premises.

Grantee further acknowledges that this Grant of easement from Grantor is a nonexclusive grant, and Grantee further acknowledges and consents to the grant by Grantor of access easements to others over the surface of the easement herein granted which cross the right of way strip at an angle greater than thirty degrees (30°) which do not interfere with the operation of Grantee's lines or equipment.

Grantor covenants with the said Grantee, that it is lawfully seized in fee of the above described land; that it is free from all encumbrances; that it has a good right to convey the same to the said Grantee, and that it will warrant and defend the rights, title and interests herein granted in and to said land against all claims arising by, through or under Grantor.

TO HAVE AND TO HOLD the same to the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Vulcan Lands, Inc. has caused this instrument to be executed in its name by its duly authorized representative on this the 28 day of July, 2009.

WITNESSES:

GRANTOR:

VULCAN LANDS, INC.,
a New Jersey corporation

Anne Seeds
Print Name: Anne Seeds

By: Robert A. Wason IV
Print Name: Robert A. Wason IV
Title: President

Jessica M. Mabry
Print Name: Jessica Mabry

STATE OF Alabama
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 28 day of July, 2009, by Robert A. Wason IV of Vulcan Lands, Inc., a New Jersey corporation, on behalf of the corporation.

Witness my hand and official seal this the 28 day of July, 2009.

(NOTARY SEAL)



Charlene R. Williams
Notary Public
Notary Public for: State-at-Large
My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 23, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Exhibit A

[LEGAL DESCRIPTION OF FEE ESTATE]

All that certain piece, parcel or lot of land located in the County of Cherokee, State of South Carolina and lying southwardly of Grover, North Carolina, being bounded on the north by lands of Bob Hambricht and the lands of Flora Hambricht, on the east by lands of Hoyla Allen and the lands of Powell Realty Co., on the south by lands of Duke Power Co., Gary Mangum, Jake Montgomery and Paul Hambricht, and on the west by lands of Mullinax and being more particularly shown and described on a plat entitled Property of Tyree Keeter dated September 11, 1974, as follows:

BEGINNING at a stone at the joint corner of property herein conveyed and land now or formerly belonging to Mullinax and Paul Hambricht and running thence with the line of Mullinax, N. 60-38 E. 281 feet to a point in a branch; thence with the branch as the property line, the traverse of which is N. 13-08 W. 1461.9 feet to a point located on the western side of the branch; thence continuing with the property now or formerly belonging to Mullinax, N. 65-35 W. 435.9 feet to a point in the line of property now or formerly belonging to Flora Hambricht; thence with line of property now or formerly belonging to Flora Hambricht, N. 57-13 E. 447.45 feet to a point in the center of a county road (dirt) at its intersection with another branch; thence with the branch as the property line, the traverse of which is N. 21-13 E. 584.85 feet to a point on the line of property now or formerly belonging to R. E. Hambricht; thence with the line of property now or formerly belonging to R. E. Hambricht, N. 70-29 E. 1796.3 feet to a point in the corner of property now or formerly belonging to Allen; thence with the line of property now or formerly belonging to Allen, S. 11-33 E. 543.8 feet to an iron pin; thence continuing with Allen property, S. 63-38 W. 606.1 feet to an

iron pin; thence continuing with the Allen property, S. 11-28 E. 222 feet to an iron pin; thence continuing with the Allen property, S. 63-26 E. 377.45 feet to a point; thence continuing with Allen property, S. 03-21 W. 168.3 feet to a point; thence continuing with Allen property, N. 86-02 E. 300.63 feet to a point; thence continuing with Allen property, N. 35 E. 158.4 feet to a point in the line of property now or formerly belonging to Powell Realty Co.; thence with Powell Realty Co., S. 74-35 E. 1345 feet to a point; thence continuing with the line of property of Powell Realty Co., S. 38-32 W. 1945.9 feet to a point in property now or formerly belonging to Duke Power Co.; thence with the line of property of Duke Power Co., N. 32-17 W. 104 feet to a point; thence continuing with Duke Power property, S. 56-47 W. 315.9 feet to a point; thence continuing with property now or formerly belonging to Duke Power Co., S. 32-17 E. 125.25 feet to a point in line of property now or formerly belonging to Mangum; thence with line of property now or formerly belonging to Mangum, S. 63-14 W. 1157.8 feet to a point; thence N. 55-06 W. 97 feet to a point in the center of the county road (dirt) corner of property now or formerly belonging to Montgomery; thence with the center of said county road, the following courses and distances: N. 08-21 W. 88.6 feet; N. 19-11 W. 91.55 feet to a point where said road crosses a branch; thence with the branch as the property line, the traverse of which is S. 26-49 W. 118.8 feet to a point; thence leaving the branch and crossing another branch and running with the line of property now or formerly belonging to Paul Hambricht, N. 55-06 W. 1171.2 feet to a stone, the point of beginning.

Continued on next page

also

All that certain piece, parcel or lot of land, with all improvements thereon or to be constructed thereon, lying and being situate in the State of South Carolina, County of Cherokee, being shown and delineated as containing 38.4 acres, more or less, on plat prepared for R. R. Hembright, by L.B. Falls, Surveyor, dated August 9, 1955, and recorded in the Office of Clerk of Court for Cherokee County in Deed Book 5-K, page 22. Reference to the aforesaid plat is made in aid of further description.

DERIVATION: Property was acquired by Grantors by deed from Vulcan Materials Company recorded on December 1, 1999 in Deed Book 64, Page 317, Cherokee County Clerk of Court, and by deed from Clearwater of Cherokee, LLC recorded on December 29, 1999 in Deed Book 66, Page 265, Cherokee County Clerk of Court.

Exhibit A-1

SEE ATTACHED SURVEY SHOWING RIGHT OF WAY OVER FEE ESTATE

Exhibit B





Exhibit C

Grantee's Benefited Property

All that parcel of land, situate, lying and being in No. 4 Township; Cleveland County, State of North Carolina, being located northeast of the Town of Grover, being known as a part of the O.M. Mull Farm in No. 4 Township containing 200 acres, more or less, according to a plat of survey by J.D. Turner, registered land surveyor, and described by metes and bounds as follows:

To locate the point of beginning, begin at a point on the southeast right of way line of Interstate Highway #85 located approximately 3,000 feet southwest as measured along said right of way line from its intersection with the southwest line right of way line of North Carolina Highway #216, which point is a common corner with property now or formerly owned by J.C. Bell, WHICH IS THE PLACE OR POINT OF BEGINNING and run thence South 38 degrees 00 minutes East 1106.0 feet to a point; run thence North 64 degrees 20 minutes East 2310.0 feet to a point; run thence South 45 degrees East 462.0 feet to a point; run thence South 50 degrees 00 minutes West 878 feet to a point; run thence South 53 degrees 00 minutes West 1601 feet to a point; run thence South 37 degrees 30 minutes East 660 feet to a point; run thence North 85 degrees 40 minutes West 6418.5 feet to a point; run thence North 13 degrees 45 minutes East 500 feet, more or less, to a point on the southeast right of way line of Interstate Highway #85, run thence northeast along said right of way line and following the curvature thereof, a distance of 4,925 feet, more or less, to the place or point of beginning.

THERE IS EXCEPTED from the foregoing parcel or tract of land lying South of U.S. Highway I-85, being the Shiloh Baptist Church property which is described as follows:

BEGINNING at a stake in or near the South edge of U.S. Highway I-85, being the Northernmost corner of the church lot; and running thence South 15 East 181.5 feet to a stake in the North edge of an easement for a road which leads to Highway I-85; thence North 55 East 297 feet to a stake in the South edge of Highway I-85 at a point where the North edge of the 15 foot road intersects the said Highway right of way; thence South 37 West 16.5 feet to a stake; thence South 55 West 297 feet to a stake in the church line; thence with the old church line South 35 East 165 feet to a stake an old corner; thence South 55 West 363 feet to a stake, being the Southernmost corner of the church lot; thence North 85 West 363 feet; thence North 55 East 363 feet to the place of BEGINNING.

THE SECOND PARCEL EXCEPTED is the old Patterson graveyard, which is located across State Road 2278 from the Shiloh church, this exception is described as follows:

BEGINNING at stake in the NC-SC line at a point South 85-40 East 950 feet from the iron stake which is the Southwest corner of this tract of land; and running thence with the old graveyard line North 1-30 East 232.8 feet to a stake; thence North 87 East 239.0 feet to a stake in the North edge of the road leading from Highway 2278 to the graveyard; thence with the North edge of that road, North 42-35 East 270 feet to a stake in said road 2278; thence down the center of the said road, South 47-45 East 15 feet, more or less, to a stake; thence South 42-35 West 270 feet to a stake in the graveyard line; thence South 45 East 165 feet to a stake; thence South 50 West 165 feet to a stake in the NC-SC line; thence with that line north 85-40 West 225 feet to the place of beginning.

Neither of these said tracts nor is U.S. Highway I-85, or U.S. Highway 29 figured in the total acreage of 200 acres, however, it is the intention of deeding any interest that the grantors may have in the property occupied by Highway 29 or by U.S. Highway I-85. The same is conveyed subject to easements outstanding.

DERIVATION: The property was conveyed by Douglas L. Harper and wife, Madeline A. Harper, AKA Madeleine A. Harper to Cleveland County Kings Mountain, LLC, a Delaware limited liability company, by deed dated September 28, 2005 recorded on September 30, 2005 in Deed Book 1465, Page 308, Cleveland County Register of Deeds.

The above property is also known as and described as follows:

Tract 1:

All of that land, lying and being situate in Number Four (4) Township, Cleveland County, North Carolina, containing 14.123 acres; and being more particularly described as follows:

Commencing at a concrete right-of-way monument marking the intersection of the southwesterly right-of-way of Elm Road (100' R/W) and the southeasterly right-of-way of Interstate 85 (Variable R/W), said monument being the POINT OF BEGINNING; thence along said right-of-way of Elm Road S41°51'42"E a distance of 459.35 feet to a point; thence leaving said right-of-way, S42°28'47"W a distance of 214.80 feet to a ½-inch rebar found; thence S86°58'33"W a distance of 239.10 feet to a ½-inch rebar found; thence S01°30'21"W a distance of 199.12 feet to a ½-inch rebar set; thence N87°09'22"W a distance of 929.19 feet to a 1-inch pipe found along the state line of Cleveland County, North Carolina and Cherokee County, South Carolina; thence leaving state line, N13°22'40"E a distance of 422.76 feet to a 1-inch pipe found along the aforementioned right-of-way of Interstate 85, thence continuing along said right-of-way N75°38'32"E a distance of 208.44 feet to a concrete monument found; thence N12°42'27"W a distance of 16.82 feet to a concrete monument found; thence N75°21'21"E a distance of 738.51 feet to said POINT OF BEGINNING.

Tract 2:

All of that land, lying and being situate in Number Four (4) Township, Cleveland County, North Carolina, containing 10.574 acres, and being more particularly described as follows:

Commencing at a ½-inch rebar set along the southwesterly right-of-way of Elm Road (variable R/W), said rebar being 121.11 feet Northwest of the state line of Cleveland County, North Carolina and Cherokee County, South Carolina, said rebar also being the POINT OF BEGINNING for this tract; thence leaving said right-of-way N87°09'22" W a distance of 1800.66 feet to a ½-inch rebar set; thence N49°59'18" E a distance of 121.55 feet to a ½-inch rebar found; thence N38°32'18" W a distance of 166.07 feet to a ½-inch rebar found; thence N42°29'38" E a distance of 222.04 feet to a ½-inch rebar found along the aforementioned right-of-way of Elm Road (100' R/W at this location); thence along said right-of-way a curve to the left, having an arc length, of 541.67 feet, a radius of 540.00 feet, being subtended by a chord bearing S70°25'15" E a distance of 519.24 feet to a point; thence N80°47'34" E a distance of 431.20 feet to a point; thence along a curve to the right having an arc length of 784.17 feet, a radius of 685.00 feet, being subtended by a chord bearing S66°24'43" E a distance of 742.05 feet

to a concrete monument found; thence N52°50'18" E a distance of 20.75 feet to a concrete monument found; thence S33°12'45"E a distance of 86.20 feet to said POINT OF BEGINNING.

Tract 3:

All of that land, lying and being situate in Number Four (4) Township, Cleveland County, North Carolina, containing 158.055 acres and being more particularly described as follows:

Commencing at a ½-inch rebar set along the northeasterly right-of-way of Elm Road (Variable R/W), said rebar being 123.34 feet Northwest of the state line of Cleveland County, North Carolina and Cherokee County, South Carolina, said rebar also being the POINT OF BEGINNING for this tract; thence continuing along said right-of-way of Elm Road, N33°12'45"W a distance of 129.88 feet to a point; thence N56°47'15"W a distance of 19.30 feet to a point; thence along a curve to the left, having an arc length of 897.92 feet, a radius of 785.00 feet, being subtended by a chord bearing N66°26'18"W a distance of 849.77 feet to a point; thence S80°47'34"W a distance of 431.20 feet to a point; thence along a curve to the right, having an arc length of 440.38 feet, a radius of 440.00 feet, being subtended by a chord bearing N70°32'04"W a distance of 422.23 feet to a point; thence N41°51'42"W a distance of 422.58 feet to a point along the southeasterly right-of-way of Interstate 85 (Variable R/W); thence continuing along said right-of-way of Interstate 85, N77°16'04"E a distance of 361.15 feet to a point; thence leaving said right-of-way, S50°20'19"W a distance of 244.61 feet to a ½-inch rebar found; thence S39°39'15"E a distance of 362.95 feet to a ½-inch rebar found; thence N50°20'27"E a distance of 363.01 feet to a ½-inch rebar found; thence N39°39'41"W a distance of 164.99 feet to a ½-inch rebar set; thence N50°20'19"E a distance of 228.49 feet to a ½-inch rebar set along the aforementioned right-of-way of Interstate 85; thence continuing along said right-of-way of Interstate 85, N77°25'28"E a distance of 94.87 feet to a concrete right-of-way monument found; thence N07°17'41"W a distance of 16.87 feet to a concrete right-of-way monument found; thence N78°42'55"E a distance of 1700.69 feet to a concrete right-of-way monument; thence S16°22'36"E a distance of 9.98 feet to a concrete right-of-way monument; thence N76°17'24"E a distance of 204.67 feet to a concrete right-of-way monument; thence N19°15'48"W a distance of 10.98 feet to a concrete right-of-way monument; thence along a curve to the left, having an arc length of 1057.34 feet, a radius of 3907.00 feet, being subtended by a chord bearing N66°40'37"E a distance of 1054.12 feet to a ½-inch rebar found; thence leaving said right-of-way of Interstate 85, S39°25'07"E a distance of 734.07 feet to a 1-inch iron rod found; thence S37°43'38"E a distance of 270.65 feet to a 3/8-inch iron rod found; thence S36°20'33"E a distance of 97.96 feet to a 2-inch pipe found; thence N63°26'03"E a distance of 834.63 feet to a 3/4-inch pipe found; thence N63°25'00"E a distance of 1589.80 feet to a large stone found; thence S36°59'28"E a distance of 434.35 feet to an iron bar found; thence S49°00'38"W a distance of 858.60 feet to a ½-inch rebar set; thence S52°51'38"W a distance of 1534.50 feet to a ½-inch rebar set; thence S44°18'22"E a distance of 538.46 feet to a ½-inch rebar set; thence N87°09'44"W a distance of 57.99 feet to a 1-inch pipe found; thence N87°09'44"W a distance of 1014.22 feet to a ½-inch rebar found; thence N87°09'22"W a distance of 2286.30 feet to said POINT OF BEGINNING.

Tract 4:

All of that land, lying and being situate in Number Four (4) Township, Cleveland County, North Carolina, containing 0.296 acres, and being more particularly described as follows;

Commencing at a ½-inch rebar found along the southeasterly right-of-way of Interstate 85 (Variable R/W), said monument being the POINT OF BEGINNING for this tract; thence continuing along said right-of-way of Interstate 85, S04°51'44"E a distance of 19.33 feet to a ½-inch rebar set; thence N77°25'28"E a distance of 67.59 feet to a ½-inch rebar set; thence leaving said right-of-way of Interstate 85, S50°20'19"W a distance of 196.83 feet to a ½-inch rebar set; thence N39°28'47"W a distance of 121.47 feet to a point along the aforementioned right-of-way of Interstate 85; thence continuing along said right-of-way of Interstate 85, N77°16'04"E a distance of 165.21 feet to said POINT OF BEGINNING.

Tract 5:

All of that land, lying and being situate in Number Four (4) Township, Cleveland County, North Carolina, containing 0.253 acres, and being more particularly described as follows;

Commencing at a 1-inch pipe along the state line of Cleveland County, North Carolina and Cherokee County, South Carolina, said pipe being the POINT OF BEGINNING for this tract; thence leaving said state line S87°09'22"E a distance of 929.19 feet to a ½-inch rebar set; thence S01°30'21"W a distance of 23.71 feet to a ½-inch rebar found along aforementioned state line; thence continuing along said state line, N85°41'45"W a distance of 930.04 feet to said POINT OF BEGINNING.

Tract 6:

All of that land, lying and being situate in Number Four (4) Township, Cleveland County, North Carolina, containing 2.695 acres, and being more particularly described as follows;

Commencing at a ½-inch rebar set along the southwesterly right-of-way of Elm Road (Variable R/W) and the state line of Cleveland County, North Carolina and Cherokee County, South Carolina, said rebar being the POINT OF BEGINNING; thence continuing along said state line, N85°05'59"W a distance of 944.38 feet to a ½-inch rebar found; thence N85°06'04"W a distance of 960.67 feet to a railroad rail found; thence leaving said state line, N49°59'18"E a distance of 43.48 feet to a ½-inch rebar set; thence S87°09'22"E a distance of 1800.66 feet to a ½-inch rebar set along the aforementioned right-of-way of Elm Road; thence continuing along said right-of-way of Elm Road, S33°12'45"E a distance of 121.11 feet to said POINT OF BEGINNING.

Tract 7:

All of that land, lying and being situate in Number Four (4) Township, Cleveland County, North Carolina, containing 5.079 acres, and being more particularly described as follows;

Commencing at ½-inch rebar set along the northeasterly right-of-way of Elm Road (Variable R/W) and the state line of Cleveland County, North Carolina and Cherokee County, South Carolina, said rebar being the POINT OF BEGINNING for this tract; thence continuing along said right-of-way of Elm Road, N33°12'45" W a distance of 123.34 feet to a ½-inch rebar set; thence leaving said right-of-way of Elm Road, S87°09'22"E a distance of 2286.30 feet to a ½-inch rebar found; thence S51°36'27"W a distance of 151.60 feet to a ½-inch rebar found along aforementioned state line; thence continuing along said state line, N87°08'53"W a distance of

662.40 feet to a ½-inch rebar found; thence N87°19'38"W a distance of 1070.09 feet to a ½-inch rebar found; thence N86°38'18"W a distance of 367.23 feet to said POINT OF BEGINNING.

DERIVATION: The property was conveyed by Douglas L. Harper and wife, Madeleine A. Harper, aka Madeline A. Harper to Cleveland County Kings Mountain, LLC, a Delaware limited liability company by deed dated September 28, 2005, recorded September 30, 2005, in Deed Book 1465, Page 312, Cleveland County Register of Deeds.

STATE OF SOUTH CAROLINA

COUNTY OF CHEROKEE

**AFFIDAVIT FOR TAXABLE
OR EXEMPT TRANSFERS**

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says;

1. I have read the information on this affidavit and I understand such information.
2. The easement being transferred is located in Cherokee Township, bearing Cherokee County Tax Map Number 211-00-00-019.000 (portion of), was transferred by Vulcan Lands, Inc., a New Jersey corporation, to Southern Power Company, a Delaware corporation, doing business in South Carolina as Southern Power Company-South Carolina, on July 28, 2009.
3. Check one of the following: The deed is
 1. X subject to the deed recording fee as a transfer consideration paid or to be paid in money or money's worth.
 2. _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 3. _____ exempt from the deed recording fee because (See Information section of affidavit): _____
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

1. X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$30,005.00.
 2. _____ The fee is computed on the fair market value of the realty which is _____.
 3. _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes _____ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty

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after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$ _____
- (b) Place the amount listed in item 5 above here: -0-
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$ _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$ 112.85

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney for Grantee.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

[Signature]
Responsible Person Connected with the Transaction

Print Name: Simpson Z. Fant

Print Title: Attorney for Grantee

SWORN to before me this 5th day of
August, 2009.

[Signature]
Notary Public for South Carolina
My Commission Expires: 5-26-2016

(NOTARY SEAL)

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24--30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 53 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity in subject to the fee even if the realty is transferred to another corporation, a partnership, or a trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive

deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12--6--40(A);

(10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;

(11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;

(12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested to the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;

(13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings;

(14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty; and

(15) transferring title to facilities for transmitting electricity that transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.